

Agatha Mergenovich
Interstate Commerce Commission
Washington, D.C.

RECORDATION NO. 13573-A
Filed 1425
MAY 1 1984 -12 05 PM

Dear Ms. Mergenovich: INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 13573-B
Filed 1425
MAY 1 1984 -12 05 PM

INTERSTATE COMMERCE COMMISSION

Enclosed for recordation under the provisions of 49 USC 11303(a) are the original and four counterparts of a First Amendment to Equipment Lease dated as of January 4, 1982 and a Second Amendment to Equipment Lease dated as of April 1, 1984. The Equipment Lease to which said First Amendment and Second Amendment relate is dated as of January 4, 1982 and was filed with your office at 1:15 P.M. on March 1, 1982 and given Recordation No. 13573. Said First Amendment and Second Amendment are secondary documents.

A general description of the railroad equipment covered by the enclosed documents is set forth in Schedule A attached to this letter and made a part hereof.

The names and addresses of the parties are:

Lessor: IC Equipment Leasing Company
111 East Wacker Drive
Chicago, Illinois 60601

Lessee: Illinois Central Gulf Railroad Company
Two Illinois Center
233 North Michigan Avenue
Chicago, Illinois 60601

The undersigned is the Lessor mentioned in the enclosed documents and has knowledge of the matters set forth therein.

Please return the original and three copies of both the First Amendment and Second Amendment to Larry Elkins, Esq., Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603.

Also enclosed is a check in the amount of \$20.00 covering the required recording fee.

A short summary of the enclosed secondary documents to appear in the Index follows:

First Amendment to Equipment Lease between IC Equipment Leasing Company, as Lessor, 111 East Wacker Drive, Chicago, Illinois 60601, and Illinois Central Gulf Railroad Company, as Lessee, Two Illinois Center, 233 North Michigan Avenue, Chicago, Illinois 60601, covering 175 100-ton bulkhead flatcars.

Second Amendment to Equipment Lease between IC Equipment Leasing Company, as Lessor, 111 East Wacker Drive, Chicago,

Illinois 60601, and Illinois Central Gulf Railroad Company, as Lessee, Two Illinois Center, 233 North Michigan Avenue, Chicago, Illinois 60601, covering 175 100-ton bulkhead flatcars.

Very truly yours,

IC EQUIPMENT LEASING COMPANY

By 
Its Treasurer

LESSOR AS AFORESAID

Enclosures

DESCRIPTION OF ITEMS OF EQUIPMENT

Term Lease Commencement Date: April 1, 1982

Outside Delivery Date: March 15, 1982

Description of Equipment: 175 100-ton Bulkhead
Flatcars manufactured by
Portec, Inc., marked and
numbered as follows:
ICG 978675-978749, inclusive,
and ICG 978900-978999, inclusive

Total Cost of Equipment:

100 (steel floor)	@ \$55,940	\$5,594,000
50 (3/8" floor plate)	@ 56,260	2,813,000
<u>25 (TRT)</u>	<u>@ 60,246</u>	<u>1,506,150</u>
175		\$9,913,150

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INTERSTATE COMMERCE COMMISSION

FIRST AMENDMENT TO EQUIPMENT LEASE

Dated as of January 4, 1982

Between

IC EQUIPMENT LEASING COMPANY

LESSOR

And

ILLINOIS CENTRAL GULF RAILROAD COMPANY

LESSEE

(175 100-Ton Bulkhead Flatcars)

FIRST AMENDMENT TO EQUIPMENT LEASE

This FIRST AMENDMENT TO EQUIPMENT LEASE dated as of January 4, 1982 is between IC EQUIPMENT LEASING COMPANY (the "Lessor") and ILLINOIS CENTRAL GULF RAILROAD COMPANY, a Delaware corporation (the "Lessee");

R E C I T A L S:

The Lessor and the Lessee have heretofore entered into an Equipment Lease dated as of January 4, 1982 (the "Original Lease"), which Original Lease was filed and recorded in the Office of the Secretary of the Interstate Commerce Commission on March 1, 1982 at 1:15 P.M. and given Recordation No. 13573.

WHEREAS, the Lessee and the Lessor now desire to amend the Original Lease in the manner hereinafter provided and the party to the Participation Agreement (as defined in the Original Lease) other than the Lessee and the Lessor has separately executed and delivered its Consent to the execution of this First Amendment to the Original Lease.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Lessee and the Lessor hereby agree that the Original Lease is hereby amended so that the parenthetical phrase "(computed on the actual number of days elapsed divided by 360)" appearing at the end of clause (1) of Section 2.1(c) of the Original Lease is deleted and replaced by the parenthetical phrase "(determined on the basis of a 360-day year comprised of twelve 30-day months)".

This First Amendment to Equipment Lease may be executed in any number of counterparts, all of which together shall constitute a single instrument. It shall not be necessary for any counterpart to be signed by any two parties so long as each such party shall sign a counterpart.

This First Amendment to Equipment Lease shall be construed in accordance with the laws of the State of Illinois; provided, however that the parties shall be entitled to all rights conferred by any Federal statute, rule or regulation.

Except to the extent hereby amended, the Original Lease is in all respects ratified, confirmed and approved.

IN WITNESS WHEREOF, the parties hereby have caused this First Amendment to Equipment Lease to be executed by their respective officers thereunder duly authorized as of the day and year first above written.

IC EQUIPMENT LEASING COMPANY

[CORPORATE SEAL]

ATTEST:

Casal L. Green
Assistant Secretary

By

Pamela Hara
Its Vice President

ILLINOIS CENTRAL GULF RAILROAD
COMPANY

[CORPORATE SEAL]

ATTEST:

W. H. Sanders
Assistant Secretary

By

P. E. Hara
Its Vice President

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

Paul M O'Hara

On this 27th day of April, 1984, before me personally appeared ~~Christine J. Sauser~~, to me personally known, who being by me duly sworn, says that she is a Vice President of IC EQUIPMENT LEASING COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Richard Lewis

Notary Public

[NOTARIAL SEAL]

My commission expires: April, 1985

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

On this 27th day of APRIL, 1984, before me personally appeared G.E. KONKER, to me personally known, who being by me duly sworn, says that he is a Vice President of ILLINOIS CENTRAL GULF RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Margaret M. Kozmewski

Notary Public

[NOTARIAL SEAL]

My commission expires: July 22, 1984

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SCHEDULE A
(to First Amendment to Equipment Lease)